

**VOLUNTARY CLEANUP CONTRACT
16-6391-NRP**

**IN THE MATTER OF
OLD SOUTH CARRIAGE PROPERTY, CHARLESTON COUNTY
and
511 MEETING STREET, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and 511 Meeting Street, LLC with respect to the Property located at 511 – 519 odd Meeting Street, 88 Meeting Street and 0 Walnut Street, Charleston, South Carolina. The Property includes approximately 1.6 acres identified by Tax Map Serial Numbers 459-05-03-080, 459-05-03-081, 459-05-03-082, 459-05-03-083, 459-05-03-084, 459-05-03-0888, and 459-05-03-137. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of April 29, 2016, and any amendments thereto, by 511 Meeting Street, LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2015, as amended); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2015, as amended); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2015, as amended); and the Pollution Control Act, §§ 48-1-10 et seq. (2008 & Supp. 2015, as amended).

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have

the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "FMS" means 511 Meeting Street, LLC.
- B. "Beneficiaries" means FMS's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of FMS or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the

environment.

- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

TMS # 459-05-03-080, 081, and 082 (515, 517, and 519 Meeting Street)

Turner Advertising Company of South Carolina	To 1965
Florence Marie Rooney Turner	1965 to 1981
Marilyn K. Bielsky and Leonard Karesh	1981 to 1984
Christos Palles	1984 to 1986
Lillian K. and Joseph F. Gruca	1986 to 1991
Joseph F. Gruca Trust	1991 to 1995
Gruca Properties, LP	1995 to present

TMS # 459-05-03-083 and 084 (511 and 513 Meeting Street)

Archie L. Ellis Operators: 511 Meeting Street Wilbert Garage-1938 Varns Paint & Body Auto Service-1942 to 1945 Ellis Tire company-1948 to 1970 Humphries Radiator Service-1976 Meeting Street Auto Shop-1982 Ashley Roofing Company-1985 to 1988	1947 to 1992
IVS Media, Incorporated	1992 to 1995
Blumberg Communications of Florida Incorporated	1995 to 1999
Fredrick T. Fabian	1999 to present

TMS # 459-05-03-088 (88 Meeting Street)

Leila P. Yon Operator: Cooper Street Case HH Paint and Body Shop	1967 to 1967
Laurie Annie Hydrick Operators: Cooper Street Case HH Paint and Body Shop Eden Roofing Company	1967 to 1984
Daniel E. Hydrick, III	1984 to 1987
David J.C. Compton	1987 to 1998
Venters Capital	1998 to present

TMS #459-05-03-137 (0 Walnut Street)

South Carolina Department of Transportation	1900 to present
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- B. Property and Surrounding Areas: The Property is bounded generally by Walnut Street to the north, Meeting Street to the east, the off-ramp from Interstate I-26 to the south, and vacant land beneath Highway 17 to the west. Surrounding property

on all sides are a mix of commercial, residential and vacant property.

Historical records indicate that in 1902, the Property was a baseball field. By 1944 auto repair shops with lacquer spraying were located on the southern and northwestern portions of the Property, and a sign painting shop with a gas tank behind the building was located at 517 Meeting Street. By 1951, the auto shop on the southern portion of the Property was replaced with recapping and upholstery shops. These uses generally continued until the mid-1960's when buildings in the northern portion of the property were demolished, possibly to accommodate construction of US Highway 17 and Interstate-26 around the Property. By 1973, a new upholstery shop was built in the northern portion of the Property, and a boiler cleaner was located in one of the shops on the southern portion of the Property. During the 1970's and 1980's, auto repair shops and then a roofing company operated on the southern portion of the Property; and an upholstery shop operated on the northern portion of the Property. A horse stable and horse carriage shop operated on the western portion of the Property from the 1970's to 2015.

The Phase I Environmental Site Assessment submitted in support of the VCC Application (February 18, 2016, SCS Engineers) identifies the following recognized environmental conditions on the Property: 1) former UST (at 517 Meeting Street), 2) Sign painting activities, 3) automotive repair activities, 4) body shop with paint booth, 5) recapping and boiler cleaner activities.

C. Applicant Identification: FMS is a State of South Carolina limited liability company with its principal place of business located at 205 East 42nd Street, Suite 15063, New York, New York. FMS affirms that it has the financial resources to conduct the response action pursuant to this Contract.

D. Proposed Redevelopment: FMS will acquire the Property and intends to redevelop

it with a multi-family residential complex above an underground parking garage.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. FMS certifies that it and its members are not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; are not a Responsible Party for the Site, or a parent, successor or subsidiary of a Responsible Party for the Site; and have not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. FMS also certifies that it and its members are eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. FMS agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by FMS, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A report of the assessment results shall be submitted by FMS, or its designee in accordance with the schedule provided in the initial Work Plan. FMS acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. FMS agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, FMS may seek an amendment of this Contract to clarify its further responsibilities. FMS shall perform all actions required by this Contract, and any related actions of FMS's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.

- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). FMS shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with The South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012, as amended). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL) to include cyanide and mercury;
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);

- iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of FMS's consulting firm(s), analytical laboratories, and FMS's contact person for matters relating to this Contract and the Work Plan.
- a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012, as amended), for the test method(s) and parameters specified in the Work Plan.
 - b). FMS shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify FMS in writing of approvals or deficiencies in the Work Plan.
- 8). FMS, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). FMS shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). FMS shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any

samples if desired.

- 11). FMS shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. FMS shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). FMS shall characterize for disposal any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 2). Upon discovery of any Segregated Source that has not yet released all of its

- contents to the environment, FMS shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). FMS shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. FMS shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). FMS shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). FMS shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to FMS, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). FMS shall collect and analyze a minimum of ten (10) soil samples from five (5) locations on the Property. FMS shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:
 - a). Surface and subsurface soil samples shall be collected at the location of the UST at the back of the building located at 517 Meeting Street;
 - b). After demolition of all structures that will not remain in the proposed redevelopment, the Property shall be divided into four grids, combining parcels with similar past uses. One surface and one subsurface composite soil sample composed of a minimum of four aliquots shall be collected from each grid. Soil samples shall be analyzed for TAL metals, TCL VOCs and

SVOCs. Soil samples for analysis of VOCs shall be grab samples rather than composite samples and shall be selected from aliquot locations in each grid based on field screening for VOCs.

- 2). Unless otherwise specified above, soil sample TAL-Metals, VOCs and SVOCs. The surface and subsurface soil sample from the grid encompassing the southern portion of the Property shall be analyzed for the full EPA-TAL and EPA-TCL.
- 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). FMS shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of three (3) monitoring wells, which may consist of temporary direct-push wells, installed to bracket the water table. Specific locations shall be as follows:
 - a). downgradient of the former UST;
 - b). in the vicinity of past auto repair activities on the southern portion of the Property;
 - c). in the vicinity of past auto repair activities on the northwestern portion of the property.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, the groundwater sample from the well located on the southern portion of the Property shall be analyzed for the full TAL/TCL parameters.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2015, as amended), or, if not specified in R.61-58, to the EPA RSL Regional Screening Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). FMS shall evaluate potential impacts to indoor air if the Department determines that the concentrations of VOCs present in the subsurface pose a threat to indoor air quality based on EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance. The Department's decision will be constrained towards predicting residential exposures consistent with the building construction proposed to be used on the Property.
- 2). If required, FMS shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results
 - a). For future buildings, FMS's evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to vapor intrusion.
 - b). Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on an appropriate attenuation factor.
 - c). Soil gas sampling results and predicted indoor air concentrations shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on the EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance.
- 3). Should the results of the Vapor Intrusion Assessment indicate that contaminant

concentrations exceed levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens for the proposed use of the Property, FMS shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, FMS shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.H of this Contract.

- 4). The Department may allow FMS to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.H of this Contract.

H. Institute reasonable Contamination control measures:

- 1). FMS shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all of its contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). FMS shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). FMS shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property.
 - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective

measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination.

- c). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard quotient of 1 or 0.1 as applicable for non-carcinogens based on current EPA screening levels for indoor air and guidance on vapor intrusion. All vapor intrusion control measures shall include measures to confirm that the vapor mitigation system is effective, and measures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.
- d). FMS may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, FMS shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- e). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, FMS shall propose a Media Management Plan. This plan shall identify procedures for management of any contaminated media that may be encountered during development activities on the Property. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.

- f). Upon completion of any corrective measures, FMS shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
 - g). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.
- I. Monitor and/or abandon the monitoring wells:
- 1). FMS shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
 - 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
 - 3). Except as otherwise agreed to by the Department or as currently provided under Section 4.F. defining the scope of work for assessing groundwater quality, FMS shall abandon the monitoring well(s) when the Department determines there are no further needs for wells.
 - 4). All monitoring wells shall be abandoned in accordance with South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012, as amended).

HEALTH AND SAFETY PLAN

- 5. FMS shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). FMS agrees that the

Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by FMS.

PUBLIC PARTICIPATION

6. FMS and the Department will encourage public participation to implement this Contract as follows:

- A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. § 44-56-750 upon signature of this Contract by FMS.
- B. FMS shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
 - 1). The sign(s) will state "Voluntary Cleanup Project by 511 Meeting Street, LLC under Voluntary Cleanup Contract 16-6391-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of FMS. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
 - 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
 - 3). FMS shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).

- 4). FMS agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). FMS shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, FMS shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. FMS shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 60 days of the execution date of this Contract and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. FMS shall perform all activities and response actions pursuant to this Contract in an

expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. FMS shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. FMS or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property if Contamination exceeds levels acceptable for unrestricted use after completing the response actions pursuant to this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil as specified in the EPA RSLs for soil, and the primary MCL standards for groundwater in the State Primary Drinking Water Regulations, 4 S.C. code Ann. Regs. 61-58. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to FMS. An authorized representative of FMS or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. FMS or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. FMS or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, FMS or

its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.

- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for FMS or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). FMS or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). FMS or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after FMS acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. FMS or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law,

completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Angela Gorman
Bureau of Land and Waste Management
2600 Bull Street

Columbia, South Carolina 29201

- B. All correspondence and notices to FMS shall be submitted to FMS's designated contact person who as of the effective date of this Contract shall be:

Jeff Lahr
511 Meeting Street, LLC
1301 S. Capital of Texas Hwy, #B-201
Austin, Texas 78746

FINANCIAL REIMBURSEMENT

11. FMS or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. § 44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to FMS on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Jeff Lahr
511 Meeting Street, LLC
1301 S. Capital of Texas Hwy, #B-201

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant

to paragraph 16 herein.

ACCESS TO THE PROPERTY

12. FMS agrees the Department has an irrevocable right of access to the Property for environmental response matters after FMS acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to FMS or its Beneficiaries for the Property under this Contract as follows:
 - A. FMS or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
 - B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that FMS or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
 - C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.

- 1). A Provisional Certificate of Completion will include specific performance standards that FMS or its Beneficiaries shall continue to meet.
- 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if FMS or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. FMS or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. FMS shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, FMS, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:
 - A. FMS or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
 - B. FMS and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional

Certificate of Completion specific to that portion of the Property allowing residential occupancy.

C. If the Certificate of Completion has not been issued, FMS or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:

- 1). Is not a Responsible Party for the Site;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
- 4). Will assume the protections and all obligations of this Contract; and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, FMS or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for

documenting current land use and compliance with the Covenant.

- E. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. FMS, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide FMS or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in FMS's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of FMS or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by FMS or its Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by FMS or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
- 7). Failure by FMS or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of FMS's or its Beneficiaries' marketing

efforts, regional economic conditions, and other pertinent information on the Property.

- B. Should FMS or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by FMS or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of FMS or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. FMS and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
 - 1). Protection from contribution claims under CERCLA §113, 42 U.S.C. § 9613

and SCHWMA § 44-56-200.

- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue FMS and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by FMS or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by FMS or its Beneficiaries. The Department retains all rights under State and Federal laws to compel FMS and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by FMS or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than FMS and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than FMS and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY FMS

19. FMS retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. FMS and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, FMS and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. FMS and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by FMS or its Beneficiaries. FMS and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY FMS AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, FMS and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE:

Reviewed by Office of General Counsel

511 MEETING STREET, LLC

BY:

DATE:



5/16/16

Jeffrey Laehr
Printed Name and Title

APPENDIX A

511 Meeting Street, LLC

Application for Non-Responsible Party Voluntary Cleanup Contract

April 29, 2016



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name 511 Meeting Street, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Jeff Lahr jlahr@myaspenheights.com

Name <u>#B-201, 1301 S. Capital of Texas Hwy.</u>	Title <u>(512) 369-3030</u>	Email <u>jlahr@myaspenheights.com</u>
Address <u>Austin</u>	Phone1 <u>Texas</u>	Phone2 <u>78746</u>
City <u>Austin</u>	State <u>Texas</u>	Zip <u>78746</u>

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
Kevin Wisdom	Authorized Signatory	(512) 369 - 3030	kwisdom@myaspenheights.com	<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

1301 S. Capital of Texas Hwy.

#B-201

Street address <u>Austin</u>	Texas <u>Texas</u>	Suite Number <u>78746</u>
City <u>Austin</u>	State <u>Texas</u>	Zip <u>78746</u>

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)		Title
Street Number or PO Box	Phone1	Phone 2
City	State	Zip
		Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in South Carolina (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name <u>Emanuel Neuman</u> <u>Ian Levine</u> <u>Greg Henry</u>	Name <u>MAY 04 2016</u> <u>SITE ASSESSMENT, REMEDIATION & RESTORATION</u>
---	---

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☒ Yes ☐ No

d. If yes, identify all affiliations: Spandrel Development Partners, LLC; 511 Meeting Street Manager, LLC

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Jeff Lahr
Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 511 - 519 Meeting Street, 88 Meeting Street, Walnut Street (Highway Dept. Right of Way)

b. County Charleston

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Charleston
(town/city)

10. List any Companies or Site names by which the Property is known

Old South Carriage Company PSAV Preservation Service

IVS Video Inc. Shelia Wertimer Landscaping

11. Total Size of Property Covered by this Contract 1.615 Acres

12. How many parcels comprise the Property? Seven (7)

13. Current Zoning (general description)

Lots 082, 083, 084 - VAC-COMM-LOT
Lots 080, 081, 088 - General Commercial
Lot 137 - SC DOT Right of Way

14. a. Does the property have any above- or below-ground storage tanks? ☒ Yes ☐ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

There is possibly a single underground storage tank with petroleum. It is present on Sanborn maps, but there are no visible indications at land surface at this time. This will be further assessed as part of the VCC baseline investigation.

15. Parcel Information		Complete the information below for each Parcel (attach additional sheets if needed)	
<p>a. Tax Map Parcel# <u>459-05-03-080</u></p> <p>b. Acreage <u>0.11</u></p> <p>c. Current Owner <u>Gruca Properties, LP</u></p> <p>d. Owner Mailing Address <u>154 Broad Street</u> <u>Charleston, SC 29401</u></p> <p>e. Contact Person for Access <u>Sheila Wertimer</u></p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? (check all that apply) <input type="checkbox"/> None <input type="checkbox"/> Demolished/Ruins <input checked="" type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input checked="" type="checkbox"/> Not operating since <u>2015</u> (approx date) <input type="checkbox"/> In operation: nature of the business _____</p>	<p>a. Tax Map Parcel# <u>459-05-03-081</u></p> <p>b. Acreage <u>0.275</u></p> <p>c. Current Owner <u>Gruca Properties, LP</u></p> <p>d. Owner Mailing Address <u>154 Broad Street</u> <u>Charleston, SC 29401</u></p> <p>e. Contact Person for Access <u>Sheila Wertimer</u></p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? (check all that apply) <input type="checkbox"/> None <input type="checkbox"/> Demolished/Ruins <input checked="" type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input checked="" type="checkbox"/> Not operating since <u>2015</u> (approx date) <input type="checkbox"/> In operation: nature of the business _____</p>		
<p>a. Tax Map Parcel# <u>459-05-03-082</u></p> <p>b. Acreage <u>0.88</u></p> <p>c. Current Owner <u>Gruca Properties, LP</u></p> <p>d. Owner Mailing Address <u>154 Broad Street</u> <u>Charleston, SC 29401</u> <u>0.202</u></p> <p>e. Contact Person for Access <u>Sheila Wertimer</u></p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? (check all that apply) <input checked="" type="checkbox"/> None <input type="checkbox"/> Demolished/Ruins <input type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input checked="" type="checkbox"/> Not operating since <u>1988</u> (approx date) <input type="checkbox"/> In operation: nature of the business _____</p>	<p>a. Tax Map Parcel# <u>459-05-03-083</u></p> <p>b. Acreage <u>0.118</u></p> <p>c. Current Owner <u>Fredrick T. Fabian</u></p> <p>d. Owner Mailing Address <u>768 Milldenhall Road</u> <u>Mount Pleasant, SC</u> <u>29464</u></p> <p>e. Contact Person for Access <u>Fredrick T. Fabian</u></p> <p>f. Access Person's Phone # <u>843-514-3040</u></p> <p>g. Is Parcel Currently Vacant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? (check all that apply) <input checked="" type="checkbox"/> None <input type="checkbox"/> Demolished/Ruins <input type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input checked="" type="checkbox"/> Not operating since <u>1979</u> (approx date) <input type="checkbox"/> In operation: nature of the business _____</p>		
<p>a. Tax Map Parcel# <u>459-05-03-084</u></p> <p>b. Acreage <u>0.202</u></p> <p>c. Current Owner <u>Fredrick T. Fabian</u></p> <p>d. Owner Mailing Address <u>768 Milldenhall Road</u> <u>Mount Pleasant, SC</u> <u>29464</u></p> <p>e. Contact Person for Access <u>Fredrick T. Fabian</u></p> <p>f. Access Person's Phone # <u>843-514-3040</u></p> <p>g. Is Parcel Currently Vacant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? (check all that apply) <input checked="" type="checkbox"/> None <input type="checkbox"/> Demolished/Ruins <input type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input checked="" type="checkbox"/> Not operating since <u>1985</u> (approx date) <input type="checkbox"/> In operation: nature of the business _____</p>	<p>a. Tax Map Parcel# <u>459-05-03-088</u></p> <p>b. Acreage <u>0.459</u></p> <p>c. Current Owner <u>Venters Capital</u></p> <p>d. Owner Mailing Address <u>768 Milldenhall Road</u> <u>Mount Pleasant, SC</u> <u>29464</u></p> <p>e. Contact Person for Access <u>Fredrick T. Fabian</u></p> <p>f. Access Person's Phone # <u>843-514-3040</u></p> <p>g. Is Parcel Currently Vacant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? (check all that apply) <input type="checkbox"/> None <input type="checkbox"/> Demolished/Ruins <input type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input checked="" type="checkbox"/> Not operating since <u>2015</u> (approx date) <input type="checkbox"/> In operation: nature of the business _____</p>		

15. Parcel Information

Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 459-05-03-137
b. Acreage 0.362
c. Current Owner SC DOT
d. Owner Mailing Address Prpty Mngmnt Rm 422
PO Box 191
Columbia, SC 29202

e. Contact Person for Access _____
f. Access Person's Phone # 803-737-1400
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 1955
(approx date)
☒ In operation: nature of the
business residential and auto rpr

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Retail and multi-family residential with no living space at land surface. It will be above an underground parking garage.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 20 - 25
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ 800,000 +/-

20. a. Will there be Intangible benefits from this redevelopment such as:
☒ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☒ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☒ Other Preservation of Historic Structure

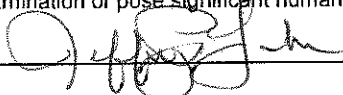
- b. Please Describe:

The historical structure at 517 Meeting to be restored and retained.

21. Anticipated date of closing or acquiring title to the property April / 30 / 2016

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
☐ None as of this application date

SCS Engineers

Company

1360 Truxton Ave., Suite 100

North Charleston

SC

29405

Address

City

State

Zip

Nina Marshtein

SCPG 898

(843) 345-2968

(843) 746-8525

nmarshtein@scseng.com

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

Wanda Farmer

(843) 209-1534

(843) 746-8525

wfarmer@scseng.com

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

24. Legal Counsel (Optional)

McNair Law Firm

Firm

Stacy Taylor

(803) 753-3267

Attorney

Phone1

Phone 2

1221 Main Street, Suite 1800

Columbia

SC

29201

staylor@mcnair.net

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box if applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by SCS Engineers

(Name of Environmental Firm)

☐ Older report updated in the past six months by _____

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☒ The Applicant is not aware of any environmental testing on the property☐ The Applicant believes the Department already has all environmental data in its files on: _____

(Site Name)

☐ The Following reports are attached:

Report Date

Report Name

Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties: (check one)

☐ Enclosed with this Application as an Attachment☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

EXHIBIT A
Legal Description

Parcel 1

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on the West side of Meeting Street between Lee and Cooper Streets in the City of Charleston, South Carolina, and known as Lot No. 13 on Plat of a tract of land on the West side of Meeting Street, made by G.M. Howe, February 4, 1918, and recorded in the R.M.C. Office for Charleston County, South Carolina, in Plat Book C, at page 134.

MEASURING AND CONTAINING on the front or East line on Meeting Street 42.86 feet; the same on the West or back line, by 120 feet in depth on the North and South lines.

BUTTING and bounding on the North on Lot 14 of said Plat, now or formerly of Mrs. Julia Smith, to the East on Meeting Street, to the South on Lot No. 12 on said Plat, and to the West on a portion of Lot 17 on said plat.

Parcel 2

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on the West side of Meeting Street, in the City and County of Charleston, Charleston County, South Carolina, shown on a plat of G.M. Howe, Surveyor, dated February 4, 1918, and recorded in the R.M.C. Office for Charleston County, South Carolina, in Plat Book C, at Page 134, as Lot No. 12, and parts of Lot Nos. 11, 16 and 17 and known in the present number of streets in the City of Charleston as shown as 517 Meeting Street.

MEASURING and containing, according to said plat, as follows: The said lot has a frontage on Meeting Street of Forty Two and Eighty Six One Hundredths feet (42.86'), thence running in a Westerly direction along the Northern boundary line One Hundred Twenty feet (120'), thence in a Northerly direction Forty-Two and Eighty Six One Hundredths feet (42.86'); thence in a Westerly direction Forty-Two feet (42'); thence in a Southerly direction approximately One Twenty Eight Hundred and Fifty Eight One Hundredths feet (128.58'); thence in an Easterly direction Seventy Two feet (72'); thence in a Northerly direction Forty Two and Eighty Six One Hundredths feet (42.86'); thence in a Easterly direction to Meeting Street Ninety feet (90'), being all of the said dimensions, more or less.

BUTTING AND BOUNDING according to said plat to the East on Meeting Street, Lot No. 13, hereinbelow described, and the Easterly portion of Lot No. 11; to the South on the Easterly portion of Lot 11 the Western most portion of Lot No. 10, and the Southern portion of Lot No 16; to the West on portions of Lot Nos. 18 and 19; and to the North on the Northern portion of Lot No. 17, which was conveyed unto South Carolina State Highway Department by Deed dated August 5, 1963, and recorded in said Office in Book M-77, at page 162, and on Lot No. 13 hereinbelow described.

LESS AND EXCEPT any portion of property conveyed to South Carolina State Highway Department by Deed of Conveyance from Turner Advertising Company of South Carolina dated August 5, 1963, recorded September 4, 1963 in Book M 77, Page 162, in the RMC Office for Charleston County, S.C.

Parcel 3

All that lot, piece or parcel of land, situate, lying and being on the West side of Meeting Street in the City of Charleston, Charleston County, South Carolina, between Lee and Cooper Streets and known as Number 515 Meeting Street and being the Easternmost portion of Lot Number 11 as shown on a plat by

G.M. Howe, dated February 4, 1918, and recorded in the R.M.C. Office for Charleston County in Plat Book C, Page 134. Measuring and containing Forty Two and Eighty Six One Hundredths feet (42.86') in front on Meeting Street; the same on the back or West line and Ninety feet (90') in depth. Butting and Bounding to the North on Lot Number 12, to the East on Meeting Street, to the South on Lot Number 10, and to the West on the remaining portion of Lot Number 11, according to said plat.

Parcel 4

All that lot, piece or parcel of land with the buildings thereon, situate, lying and being on the west side of Meeting Street in the City of Charleston, Charleston County, South Carolina, between Cooper and Lee Streets, and known as Lot No. 10 on a plat of a tract of land on the west side of Meeting Street, surveyed and subdivided into forty-eight (48) lots by G.M. Howe, Surveyor, on the 4th day of February, 1918, and recorded in Plat Book C, page 134, in the Office of the Register Mesne Conveyance for Charleston County.

MEASURING AND CONTAINING forty two and 86/100 (42.86) feet on the front line on Meeting Street, the same on the west or back line and being one hundred twenty (120) feet in depth on the north and south lines. Be all the said dimensions more or less.

BUTTING AND BOUNDING to the north on Lot 11 on the aforesaid plat, property now or late of the Victory Housing Corporation, to the east on Meeting Street, to the south on Lot No. 9 on the aforesaid plat and to the west on Lot No. 16 on the aforesaid plat.

Parcel 5

All that lot, piece or parcel of land, situate, lying and being at the northwest corner of Cooper and Meeting Streets, in the City of Charleston, Charleston County, South Carolina, with the building or buildings thereon, measuring and containing 42.86 feet on the east line on Meeting Street, 162.6 feet on the south line on Cooper Street, 85.8 feet on the west line and on the north line, running west from Meeting Street, 120 feet, thence north 42.9 feet, thence west 42.6 feet, be all the same dimensions a little more or less, as fully shown on a plat thereof made by W.L. Gaillard, Surveyor, dated April 30, 1945, and recorded in the R.M.C. Office for Charleston County in Plat Book F, Page 209, and being the lot letter on said Plat as A, B, C, D, E and F.

BUTTING AND BOUNDING to the north on premises now or late of J.G. Murray and premises now or late of J.C. Wieters to the east on Meeting Street, to the south on Cooper Street, and to the west on premises now or late of Wilhemina E. Bendt.

THE above described lot comprises the whole of Lot 9 and a portion of Lot 16 on a tract of land on the west side of Meeting Street, north on Sheppard Street, and south of "E" Street, made by G.M. Howe, Surveyor, dated February 4, 1918, and recorded in the Office of the Register of Mesne Conveyance for Charleston County in Plat Book "C", page 134.

Parcel 6

ALL that piece, parcel, lot or tract of land with all improvements thereon being in the City of Charleston, Charleston County, South Carolina, on the east side of Interstate 26 and west of Meeting Street shown on a plat entitled "Plat of Portions of Lots Nineteen (19), Twenty-one (21) and Twenty-three (23) as shown on Plat by G. M. Howe, recorded in Plat Book C, Page 134, RMC Office for Charleston County, SC about to be conveyed to Annie Laurie Bendt" dated February 20, 1967, a copy of which plat is attached to the deed from Leila P. Yon to Annie Laurie Bendt dated March 25, 1967, and recorded at Book N-87, Page 158, RMC Office for Charleston County, South Carolina, and a copy of which is recorded at Plat Book V, Page 145, said RMC Office, which plat is incorporated herein by reference.

The above described property, according to said plat, measures generally to the northwest on an access road to Interstate 26 one hundred sixteen and eight-tenths feet (116.8'), to the northeast on property now or late of Turner Advertising Co. sixty-three and six-tenths (63.6'), southeast on lands now or late of Bendt one hundred sixteen and eight-tenths (116.8') and to the southwest on Interstate 26 sixty-three feet (63'), being all of the said dimensions a little more or less.

This is the same property shown as "Portion of Lots 19, 21 and 23" on the plat by Charles F. Dawley, Jr. dated December 18, 1987, and attached as Exhibit B to deed from Daniel E. Hendrick, III to David J. C. Compton dated December 23, 1987, and recorded December 23, 1987, at Book H-171, Page 828, RMC Office for Charleston County, South Carolina which plat is incorporated herein by reference.

ALSO

ALL that lot, piece, or parcel or land with all improvements thereon, situate, lying and being West of Meeting Street, in the City of Charleston, State of South Carolina, and known as Lot No. 18 on a plan or plat of a tract of land on the West side of Meeting Street, North of Shepard Street and South of "E" Street, made by G. M. Howe, Surveyor, February 4, 1918, and recorded in Plat Book C, Page 134, in the RMC Office for Charleston County, South Carolina.

MEASURING AND CONTAINING on the front or South line on Cooper Street forty-two feet, the same on the back or North line, by one hundred and fifty feet in depth on the East and West lines, be all said dimensions more or less; butting and bounding North on Lot No. 19 on said plat, East on Lot No. 16, South on Cooper Street and West on Lot No. 20 on said plat.

ALSO

ALL that certain lot, piece or parcel or land, with all improvements thereon, situate, lying and being on the North side of Cooper Street in the City of Charleston, State of South Carolina, known as Lot No. 20 on a plat of the property of the Ashley Corporation made by G. M. Howe, Surveyor, February 4, 1918, and recorded in the RMC Office for Charleston County, South Carolina, in Plat Book C, Page 134.

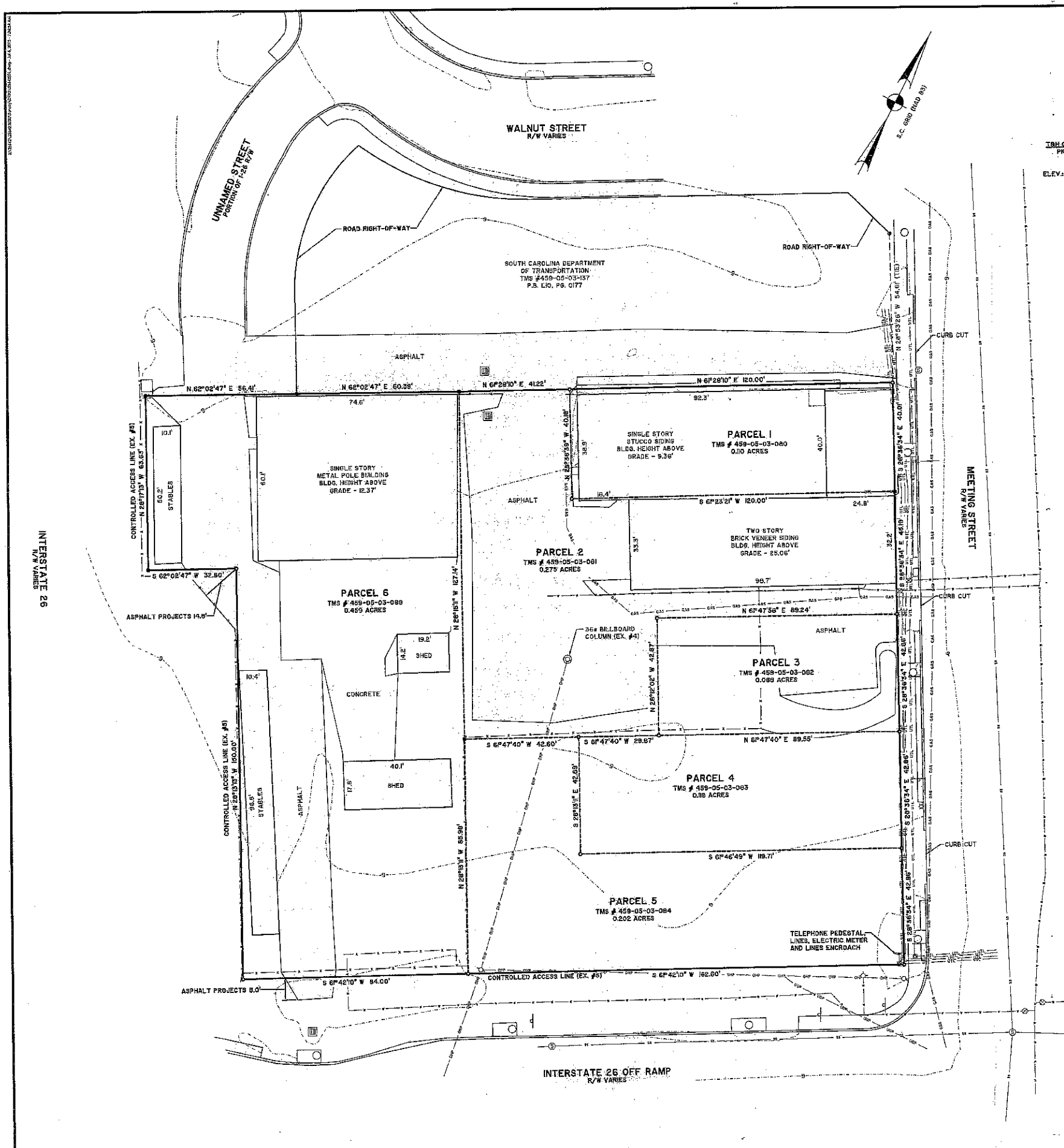
MEASURING AND CONTAINING in front on Cooper Street forty-two feet (42') and the same on the back line, by one hundred and fifty feet (150') in depth, be the same dimensions a little more or less.

BUTTING AND BOUNDING on the South on Cooper Street, to the East on Lot Eighteen (18) on said plat, North on Lot Twenty-one (21) on said plat, and to the West on Lot Twenty-Two (22) on said plat.

ALL of the above described property is the same property shown as "Lot 18" and "Lot 20" and as "Portion of Lots 19, 21 and 23" on a plat prepared by Charles F. Dawley, Jr., RLS, dated December 18, 1987, a copy of which is attached as Exhibit B to the deed recorded at Book H-171, Page 828, RMC Office for Charleston County, South Carolina and as fully shown on a plat entitled "PLAT SHOWING THE COMBINATION OF LOTS 18 AND 20, AND A PORTION OF LOTS 19, 21 AND 23, A/K/A NOS. 88 AND 90 COOPER STREET, SITUATE AND AS SHOWN IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA", by Charles F. Dawley, Jr., R.L.S. dated April 27, 1989 and recorded May 16, 1989 in Plat Book BW, Page 4, in the RMC Office for Charleston County, South Carolina.

Property Description for TMS # 459-05-03-137

All that certain piece, parcel, or tract of land, situate, lying, and being in the City of Charleston in Charleston County, State of South Carolina, on the West side of US Route 52 (Meeting Street) containing 0.362 of an acre of land, and being shown on the South Carolina Department of Transportation highway plans for US Route 17/Route I-26, File 10.257A, sheets 4K1, 4J, 10, 12, 14E, and being further shown as "Parcel III" on a plat entitled "Plat Showing New Parcel I, II & III, Former Right of Way Property" dated February 3, 2010, prepared by Forsberg Engineering and Surveying, Inc., and recorded in the Office of the RMC for Charleston County, South Carolina in Plat Book L10 at Page 0177.



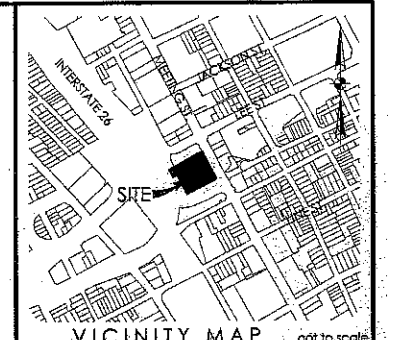
T&H CONTROL POINT
PKM AND MARKER
N: 352,685.11
E: 2,325,238.13
ELEV: 8.88 (NAVD83)

- LEGEND**
- ⊕ BENCHMARK
 - CURB INLET MANHOLE
 - ⊖ ELECTRIC METER
 - ⊕ FIRE HYDRANT
 - ⊖ GRATE INLET
 - ⊖ IRON PIPE FOUND
 - ⊖ IRON PIPE SET
 - ⊖ IRON REBAR FOUND
 - ⊕ LIGHT POLE
 - ⊖ POWER POLE
 - ⊖ STORM DRAINAGE MANHOLE
 - ⊖ SIGN
 - ⊖ SANITARY MANHOLE
 - ⊖ TELEPHONE BOX
 - ⊖ TELEPHONE MANHOLE
 - ⊖ WATER METER
 - ⊖ WATER VALVE
 - UNDERGROUND GAS MAIN
 - UNDERGROUND POWER
 - UNDERGROUND TELEPHONE LINE
 - WATER LINE
 - OVERHEAD POWER (EX. #8)
 - FENCE LINE
 - PKM PK NAIL

- REFERENCES:**
- PLAT BY G.M. HOWE, SURVEYOR
DATED FEBRUARY 4, 1948
PLAT BOOK C, PAGE 184
 - PLAT BY W.S. GALLARD, RLS
DATED FEBRUARY 20, 1967
PLAT BOOK V, PAGE 145
 - PLAT BY HAGER E. METTS, RLS
DATED OCTOBER 22, 1983
PLAT BOOK A2, PAGE 059
 - PLAT BY CHARLES F. DAWLEY, JR., RLS
DATED APRIL 27, 1989
PLAT BOOK BW, PAGE 004
 - PLAT BY FORSBERG ENGINEERING & SURVEYING, INC.
DATED FEBRUARY 3, 2010
PLAT BOOK L10, PAGE 0077

- NOTES:**
- TAX MAP NO. 459-05-03-086, 459-05-03-080, 459-05-03-081, 459-05-03-082, 459-05-03-083, 459-05-03-084
 - ACCORDING TO F.I.R.M. MAP NO. 45019C, PANEL 0512, DATED NOVEMBER 17, 2004, THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN FLOOD HAZARD ZONE AE(1).
 - COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83). DISTANCES SHOWN ARE GROUND DISTANCES, NOT GRID DISTANCES.
 - THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.
 - A TITLE SEARCH WAS NOT PERFORMED BY THOMAS & HUTTON ENGINEERING CO. AT THE TIME OF THIS SURVEY.
 - THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
 - DEED REFERENCE: D.B. M310, PG. 718, D.B. K326, PG. 605, D.B. B258, PG. 717.
 - THE POSITION OF UNDERGROUND UTILITIES SHOWN ON THIS DRAWING IS BASED UPON THE LOCATION OF SURFACE APPURTENANCES AND/OR SURFACE MARKINGS AND SHOULD BE CONSIDERED APPROXIMATE.

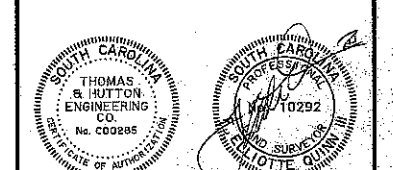
- SCHEDULE B - SECTION II EXCEPTIONS:**
- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured requires for value of record the estate or interest or mortgage thereon covered by this Commitment. (NOT PLOTTABLE)
 - Resolution of Board of Condemnation of the South Carolina State Highway Department dated August 10, 1963, recorded November 12, 1963 in Book A 79, Page 30, in the RMC Office for Charleston County, S.C. (Affects Parcel 2 only) (NOT APPLICABLE)
 - Unrecorded Lease Agreement between Uruqa Properties, L.P. and Adams Outdoor Advertising. (Affects Parcel 2 only) (AS SHOWN)
 - Intentionally Deleted
 - Resolution of Board of Condemnation of the South Carolina State Highway Department dated July 15, 1963, recorded July 25, 1963 in Book D 177, Page 184, in the RMC Office for Charleston County, S.C. (Affects Parcel 5 only) (NOT APPLICABLE)
 - The Company insures the insured as to the location of the boundary lines of the land, but does not insure the engineering calculations on computing the amount of acreage contained therein. (NOT PLOTTABLE)
 - Overhead Power Lines as shown on Plat Book BW, Page 4, in the RMC Office for Charleston County, South Carolina. (AS SHOWN)



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ALTA/ACSM CERTIFICATION
TO:
(a) SDP WALNUT STREET, LLC
(b) COMMONWEALTH LAND TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 6(a), 7(a)(i), 9, 9.1(a), 13, 14, 16, 17, AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 3, 2015.



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. ELLIOTTS GUINN II
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292

ALTA/ACSM LAND TITLE SURVEY

**6 PARCELS
CONTAINING
(1.253 Ac.)**

CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA
prepared for
**SPANDREL DEVELOPMENT
PARTNERS, LLC**

No.	Revision	By	Date

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting

682 Johnnie Dodds Blvd., Suite 100
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Mt. Pleasant, SC 29465-1522
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www.thomasandhutton.com



plot 06/09/15
drawn Jp
reviewed feg
field 06/03/15
crew tr

job 25642 SHEET 1 OF 1